

**CERCLA SECTION 122(g)(4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

IN THE MATTER OF:

NL INDUSTRIES (TARACORP)
SUPERFUND SITE
GRANITE CITY, MADISON
AND VENICE, ILLINOIS

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

U.S. EPA Docket No. _____

V-W- '04-C-790

**ADMINISTRATIVE ORDER
ON CONSENT**

EPA Region 5 Records Ctr.



209239

I. JURISDICTION

1. This Administrative Order on Consent is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the U.S. EPA by U.S. EPA Delegation No. 14-14-E.

2. This Administrative Order on Consent is issued to the

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persons, corporations, agencies, or other entities identified in Appendix A ("Respondents") and Appendix B ("Settling Federal Agencies"). Each Respondent and Settling Federal Agency agrees to undertake all actions required of it by this Consent Order. Each Respondent and Settling Federal Agency further consents to and will not contest U.S. EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

3. U.S. EPA, Respondents, and Settling Federal Agencies (the "Parties") agree that the actions undertaken by Respondents and Settling Federal Agencies in accordance with this Consent Order do not constitute an admission of any liability by any Respondent or Settling Federal Agency. Respondents and Settling Federal Agencies do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 6922(g), that allows Respondents and Settling Federal

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Agencies to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents and Settling Federal Agencies for their fair share of response costs incurred and to be incurred at or in connection with the Site by the U.S. EPA Hazardous Substance Superfund, and by private parties, to provide for full and complete contribution protection for Respondents and Settling Federal Agencies with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the

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terms listed below are used in this Consent Order, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq;

b. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control;

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day;

d. "EPA" or "U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities;

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507;

f. "Interest" shall mean interest at the current rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C.

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§ 9607(a);

g. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral;

h. "Parties" shall mean U.S. EPA and the Respondents;

i. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A;

j. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25);

k. "Section" shall mean a portion of this Consent Order identified by a roman numeral;

l. "Settling Federal Agencies" shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix B which are resolving claims which have been or could be asserted against them with regard to this Site;

m. "Site" shall mean the NL Industries(Taracorp) Superfund Site located in Granite City, Madison, and Venice, Illinois, as depicted in Appendix C of this Order, and additional residential areas where lead has come to be located in concentrations greater than 500 parts per million as a result of smelting operations conducted at the former lead smelter located at 16th Street and Cleveland Boulevard, Granite City, Illinois, as identified in the remedial design. The Site includes the

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property, not including any buildings, currently owned or operated by Metallico, Inc. located at 16th Street and Cleveland Boulevard, Granite City, Illinois; properties, not including buildings, adjacent to the Metallico property, currently owned or operated by the First Granite City National Bank Trust No. 454 (now known as the Magna Trust Company), Rich Oil Company, and BV&G Transport Company (formerly Tri-City Trucking); approximately 100 square blocks of residential property as depicted in Appendix C; and certain fill locations in Granite City, Madison, and Venice, Illinois and adjacent areas, as depicted in Appendix C;

n. "United States" shall mean the United States of America, including all of its departments, agencies, and instrumentalities, which includes without limitation U.S. EPA, the Settling Federal Agencies and any federal natural resources trustee.

IV. STATEMENT OF FACTS

6. The NL Industries(Taracorp) Superfund Site is located in Granite City, Madison and Venice Illinois. National Lead, Inc., and for a short time Taracorp, owned and operated a lead smelter which incorporated spent lead-acid batteries in its smelting operations. Smelter operations caused lead particulates to be released to the air and deposited generally in nearby areas in

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concentrations which present an imminent and substantial endangerment to human health. In addition, lead-contaminated battery casing chips from the smelter facility were used as fill and paving materials in various residential areas within the Site. The Site was placed on the NPL on June 10, 1986. 51 Fed. Reg. 21054. Remedial action has been performed in the past by U.S. EPA and is being conducted presently by a group of PRPs. Response actions include removal of lead located in residential areas, removal of battery chips that had been used for fill in residential areas, and capping a waste pile.

7. Hazardous substances have been or are threatened to be released at or from the Site.

8. As a result of the release or threatened release of hazardous substances, U.S. EPA and PRPs have undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. These response actions include, without limitation, residential soil lead removal, remediation of various battery fill areas, and capping a waste pile.

9. In performing these response actions, U.S. EPA has incurred and will continue to incur response costs at or in connection with the Site.

10. Each Respondent listed in Appendix A or Settling

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Federal Agency listed in Appendix B arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent or Settling Federal Agency, or by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent or Settling Federal Agency.

11. The amount of hazardous substances contributed to the Site by each Respondent and Settling Federal Agency does not exceed 1% of the hazardous substances at the Site, and the hazardous substances contributed by each Respondent and Settling Federal Agency to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

12. U.S. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the U.S. EPA Hazardous Substance Superfund and by private parties is approximately \$65 million. The payment required to be made by each Respondent or Settling Federal Agency pursuant to this Consent Order is a minor portion of this total amount. U.S. EPA has identified persons other than the Respondents and Settling Federal Agencies who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for

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disposal or treatment, of hazardous substances owned or possessed by such persons at the Site, or who accepted hazardous substances for transport to the Site. U.S. EPA has considered the nature of its case against these non-settling parties in evaluating the settlement embodied in this Consent Order.

V. DETERMINATIONS

13. Based upon the ~~Statement of Facts~~ set forth above and on the administrative record for this Site, U.S. EPA has determined that:

a. The NL Industries(Taracorp) Superfund Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

b. Each Respondent and Settling Federal Agency is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21);

c. Each Respondent and Settling Federal Agency is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14);

e. The actual or threatened "release" caused the

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incurrence of response costs;

f. Prompt settlement with each Respondent and Settling Federal Agency is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

g. As to each Respondent or Settling Federal Agency, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

h. The amount of hazardous substances contributed to the Site by each Respondent or Settling Federal Agency and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent or Settling Federal Agency are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

14. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

15. Within 30 days of the effective date of this Consent

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Order, each Respondent shall pay to the U.S. EPA Hazardous Substance Superfund the amount set forth in Appendix A to this Consent Order.

15.1. As soon as reasonably practicable after the effective date of this Consent Order, and consistent with Subparagraph 15.1(ii), the United States, on behalf of the Settling Federal Agencies, shall pay to the U.S. EPA Hazardous Substance Superfund the amount set forth in Appendix B for each Settling Federal Agency. If the payment to the U.S. EPA Hazardous Substances Superfund required by this paragraph is not made as soon as reasonably practicable, the appropriate U.S. EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Consent Order, U.S. EPA and DOJ have agreed to resolve the issue within 30 days.

16. Each Respondent and Settling Federal Agency's payment includes an amount for:

- a. past response costs incurred at or in connection with the Site;
- b. projected future response costs to be incurred at or in connection with the Site; and
- c. a premium to cover the risks and uncertainties

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associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the U.S. EPA Hazardous Substance Superfund, or by any private party, will exceed the estimated total response costs upon which Respondents' and Settling Federal Agencies' payments are based.

17. Each payment by Respondents shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name (NL Industries (Taracorp)), the U.S. EPA Region (Region 5), the Site Spill ID Number (05W8), and the U.S. EPA docket number for this action, and shall be sent to:

U.S. EPA Superfund, NL Industries(Taracorp) Site
Special Account
U.S. Environmental Protection Agency - Region 5
Program Accounting and Analysis Branch
P.O. Box 70753
Chicago, IL 60673

18. At the time of payment, each Respondent and Settling Federal Agency shall send notice that payment has been made to:

Larry L. Johnson
U.S. EPA, Region 5
Office of Regional Counsel
77 West Jackson Boulevard, C-14J
Chicago IL 60604

Of the total amount to be paid pursuant to this Consent Order,

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100% shall be deposited in the NL Industries(Taracorp) Site Special Account within the EPA Hazardous Substances Superfund to be retained and used to conduct or finance the response action at or in connection with the Site. Any balance remaining in the NL Industries(Taracorp) Special Account shall be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

VIII. FAILURE TO MAKE PAYMENT

19. If any Respondent fails to make full payment within the time required by Paragraph 15, that Respondent shall pay interest on the unpaid balance. In addition, if a Respondent fails to make full payment as required by Paragraph 15, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for failure to make timely payment.

20. In the event that payments required by Paragraph 15.1 are not made within 30 days of the effective date of this Consent Order, interest on the unpaid balance shall be paid at the rate established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Consent Order and accruing through the date of the payment. The Parties to this Consent Order recognize and acknowledge that the payment

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obligations of the Settling Federal Agencies under this Consent Order can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Order shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

IX. CERTIFICATION OF RESPONDENTS AND SETTLING FEDERAL AGENCIES

21. By signing this Consent Order, each Respondent certifies, individually, that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to U.S. EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the

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Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. fully complied with any and all U.S. EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927.

21.1. The United States acknowledges that each Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all U.S. EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

X. COVENANTS BY UNITED STATES

22. In consideration of the payments that will be made by Respondents under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, relating to the Site. With respect to present and

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future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent, individually, this covenant not to sue is conditioned upon:

- a. the satisfactory performance by Respondent of all obligations under this Consent Order; and
 - b. the veracity of the information provided to U.S. EPA by Respondent relating to Respondent's involvement with the Site.
- This covenant not to sue extends only to Respondents and their successors in interest, and does not extend to any other person.

22.1. In consideration of the payments that will be made by the Settling Federal Agencies under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to take administrative action against any of the Settling Federal Agencies pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, relating to the Site. With respect to present and future liability, this covenant shall take effect for each Settling Federal Agency upon receipt of that Settling Federal Agency's payment as required by Section VII. With respect to each Settling Federal Agency individually, this covenant is

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conditioned upon:

a. the satisfactory performance by the Settling Federal Agency of all obligations under this Consent Order; and

b. the veracity of the information provided to U.S. EPA by the Settling Federal Agency relating to Federal Agency Respondent's involvement with the Site. This covenant extends only to Settling Federal Agencies and their successors in interest, and does not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

23. If it is ever shown that a Respondent or Settling Federal Agency made a false certification under Paragraph 21 or 21.1 above, the covenants set forth above shall be null and void as to that Respondent or Settling Federal Agency, and the violator may be subject to proceedings under 42 U.S.C. Title 18. The covenants set forth above do not pertain to any matters other than those expressly specified in Paragraphs 22 and 22.1 above. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents, and U.S. EPA and the federal natural resources trustees reserve, and this Consent Order is without prejudice to, all rights against the Settling Federal Agencies, with respect to all other matters including, but not limited to:

a. liability for failure to meet a requirement of this

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Consent Order;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or

d. liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the Effective date of this Consent Order.

24. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial proceedings against any Respondent, or administrative proceedings against any Respondent or Settling Federal Agency, seeking to compel that Respondent or Settling Federal Agency to perform response actions relating to the Site, or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent or Settling Federal Agency contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent or Settling Federal Agency no longer qualifies as a *de minimis* party at the Site because such Respondent or Settling Federal Agency contributed greater than 1% of the

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hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANTS BY RESPONDENTS AND SETTLING FEDERAL AGENCIES

25. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response activities at the Site; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

25.1. Settling Federal Agencies hereby agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections

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106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site or this Consent Order. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Order) as lead or support agency under the National Contingency Plan (40 CFR Part 300).

26. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 CFR 300.700(d).

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

27. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States and Respondents each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

28. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents

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shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 22.

29. The Parties agree that each Respondent and Settling Federal Agency is entitled, as of the Effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken by the United States and by private parties, and all response costs incurred and to be incurred by the United States and by private parties, at or in connection with the Site.

XIV. PARTIES BOUND

30. This Consent Order shall apply to and be binding upon U.S. EPA and upon Respondents and Settling Federal Agencies and their successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but

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not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDICES

31. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the list of Respondents and the payment schedule;

"Appendix B" is the list of Settling Federal Agencies and their payment schedule;

"Appendix C" is a map of the Site.

XVI. PUBLIC COMMENT

32. This Consent Order shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of

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CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), U.S. EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

33. The Attorney General or her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

34. The Effective date of this Consent Order shall be the date upon which U.S. EPA issues written notice to Respondents and Settling Federal Agencies that the public comment period pursuant to Paragraph 32 has closed and that comments received, if any, do not require modification of or U.S. EPA withdrawal from this Consent Order.

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IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By:

Richard C. Karl

Richard C. Karl
Acting Director,
Superfund Division
Region 5

5-6-04

Date

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APPENDIX A

Respondent	Total Settling Amount
1. Mayfield Manufacturing Company f/k/a 3-H Industries	\$1,609.20
2. A. Edelstein & Sons	\$16,149.60
3. A.O Smith Corporation	\$11,077.20
4. Ace Comb Company	\$20,289.60
5. Acme Iron & Metal Co.	\$6,260.40
6. Acro Sale & Engineering	\$3,945.60
7. Allied Metal Company	\$3,160.80
8. Amax Inc./Amax Lead & Zinc a/k/a Cyprus Amax Minerals Company	\$21,650.00
9. American National Can Company	\$1,245.60
10. Baker Iron & Metal	\$6,256.80
11. Ball Metal & Chemical	\$52,379.70
12. Barter Machinery & Supply Company	\$3,081.60
13. Ben Greenberg Company	\$1386.00
14. Bill's Auto Parts	\$6,433.20
15. C.L. Downey Company	\$4,208.40
16. Braschnewitz Corp. n/k/a CNC Industries, Inc.	\$846.00
17. Cerro Copper Products Co.	\$5,616.00
18. Daimler-Chrysler Corporation	\$89,416.80
19. Crown Beverage Packaging, Inc. a/k/a Continental Can Company	\$2,023.20
20. Delhi Battery & Supply Co, Inc.	\$63,565.20
21. Douglas Battery Manufacturing Comp.	\$9,331.20
22. Dumes, Inc.	\$3,196.80
23. Elden R. Erikson & Sons, Inc.	\$12,927.60
24. Electro Battery Manufacturing Co.	\$84,679.20
25. Farmland Industries	\$91,584.00
26. Fisher Steel & Supply Co.	\$12,697.20
27. G & M Scrap Metal	\$142,700.40
28. Grossman Iron & Steel Company	\$3,081.60
29. Herman Strauss, Inc.	\$3,139.20
30. Houston Salvage	\$25,776.00
31. Industrial Electrical Equipment Co.	\$6,156.00
32. Intra-American Metals	\$6,336.00
33. J. Trockman & Sons	\$9,417.60
34. L. Kahn & Sons f/k/a L. Kahn & Son	\$3,391.20
35. La Salle Steel Company	\$13,998.00
36. Lear Corporation EEDS & Interiors f/k/a Bryan Manufacturing	\$4,118.40
37. Lewis Salvage Co.	\$1,500.00

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38.	M. Katch & Co. Inc.	\$3,332.80
39.	Mc Graw Edison Company	\$3,139.20
40.	Mallin Brothers Company	\$5,130.00
41.	Marco Steel Supply	\$21,744.00
42.	Martin Brothers Mill & Foundry Supply	\$3,045.60
43.	McKinlay Iron, Inc.	\$87,973.20
44.	Miller Compressing Company	\$9,374.40
45.	Milwaukee Scrap Metal Co.	\$6,217.20
46.	Modine Manufacturing	\$118,609.20
47.	Morris Tick Company	\$225,734.40
48.	Northbrook Sports Club	\$5,569.20
49.	Qwest f/k/a Northwestern Bell Telephone Company	\$8,600.40
50.	Olin Corporation	\$29,415.60
51.	Parks Pioneer Company, LLC f/k/a Parks Iron & Metal	\$6,314.40
52.	The Peltz Group, Inc. f/k/a Peltz Brothers	\$12,254.40
53.	Pequena Battery Company	\$17,348.40
54.	General Mills, Inc./The Pillsbury Company a/k/a Pet, Inc.	\$24,433.20
55.	Schering - Plough Healthcare Products, Inc. f/k/a Plough, Inc.	\$2,296.80
56.	Newman/Allen Enterprises, Inc. f/k/a Sam Allen & Son, Inc.	\$3,135.60
57.	College of the Ozarks f/k/a School of the Ozarks	\$3,315.60
58.	Schuster Metals, Inc.	\$6,580.80
59.	Senser Metal Company	\$6,544.80
60.	Shapiro Sales Company	\$16,556.40
61.	Shostak Iron & Metal Co., Inc.	\$270,554.40
62.	Slesnick Iron & Metal	\$36,594.00
63.	Southwestern Bell Telephone Company	\$8,233.20
64.	Stewart-Warner Corp.	\$2,919.60
65.	Omni Source Corp Foundry f/k/a Superior Companies, Inc.	\$6,127.20
66.	The Board of Trustees of the University of Illinois	\$921.60
67.	Versatile Metals	\$193,312.80
68.	Vivo Iron & Metal	\$1,000.00
69.	Wallach Iron & Metal Company	\$4,975.20
70.	Willoughby Iron & Waste Material Co.	\$21,639.60
71.	Westinghouse Air Brake Technologies Corporation - Wabtec f/k/a - Young Radiator Company	\$18,032.40
72.	Parkans International, Inc.	\$535.66
73.	Sherwin - Williams	\$234.80
74.	Rankin Technical Institute	\$558.89
75.	Crown Cork & Seal Corporation	\$254.26

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

APPENDIX B

Settling Federal Agencies

**Total Settling
Amount**

1.	General Services Administration	\$7,657.20
2.	Department of Energy (Stanford Linear Accelerator)	\$4,953.60
3.	Bureau of Prisons (Unicor Federal Prison Industries, Inc.)	\$1,087.20

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ATTACHMENT 1

Mayfield Manufacturing Company
f/k/a
3-H Industries
18 West Oxmoor
Birmingham 35209

A. Edelstein & Son Inc.
2453 Hill Ave.
Toledo, OH 43607

A.O. Smith Corporation
c/o Kenneth L. Anselment, Jr.
P.O. Box 245009
Milwaukee, WI 53224-9509

Ace Comb Company
Newell Rubbermaid, Inc.
6833 Stalter Drive
Rockford, IL 61108

Acme Iron & Metal Co.
2150 Riverview Trail
Roswell, GA 30074

Acro Sales & Engineering, Inc.
N57 W13366 Carmen Avenue
Menomonee Falls, WI 53051

Allied Metal Co.
2059 S. Canal St.
Chicago, IL 60616

Amax Inc./Amax Lead & Zinc
a/k/a Cyprus Amax Mineral Company
c/o Phelps Dodge Corporation
1 North Central Avenue
Phoenix, AZ 85004

**NL Industries(Taracorp) Superfund Site
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American National Can Company
c/o Rexam Inc.
4201 Congress Street, Suite 340
Charlotte NC 28209

Baker Iron & Metal
P.O. Box 11040
Lexington, KY 40512

Ball Metal & Chemical
9300 W. 108th Circle
Westminster, CO 80021-3682

Barter Machinery & Supply Company
c/o James L. Kurtz-Phelan
Berenbaum, Weinshienk & Eaton, P.C.
370 17th Street, Suite 2600
Denver, CO 80202

Ben Greenberg Co. Inc.
2010 Farmington Bend Dr.
Germantown, TN 38139

Bills Auto Parts #198
Diana Sue Robinson
Personal Representative
471 S. Capital Avenue
Corydon, IN 47112

C.L. Downey Company
P.O. Box 796
Hannibal, MO 63401

CNC Industries, Inc., now known as
Braschnewitz Corp.
Doris Taylor
1010 Judson - #2
Bensenville, IL 60106

Cerro Copper Products Co.
P.O. Box 66800
St. Louis, Missouri 63166-6800

**NL Industries (Taracorp) Superfund Site
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Daimler Chrysler Corporation
1000 Chrysler Drive
Auburn Hills, MI 48326

Crown Beverage Packaging, Inc.
a/k/a Continental Can Company
One Crown Way
Philadelphia, PA 19154-4599

Delhi Battery & Supply Co, Inc.
c/o Hermann H. Eisele, Esq.
Weiss & Associates, P.C.
1015 Locust Street, Suite 400
St. Louis, MO 63101 - 1333

Douglas Battery Mtg. Co.
500 Battery Drive
Winston-Salem, North Carolina 27107

Dumes, Inc.
1640 N. Sixth St.
Vincennes, IN 47591-3430

Elden R. Erickson & Sons, Inc.
5383 Swanson Road
Roscoe, Illinois 61073

Electro Battery Manufacturing Co.
12201 Dorsette Road
Maryland Heights, MO 63043

Farmland Industries, Inc.
P.O. Box 20111
Kansas City, Missouri 64195-0111

Fisher Steel and Supply Co.
259 Ottawa St.
Muskegon, MI 49442

G&M Scrap Metal
18 South Lincoln Avenue
Cottage Hills, IL 62018-1252

**NL Industries(Taracorp) Superfund Site
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Attn: Carl E. Smith, Assistant Regional Counsel
U.S. General Services Administration
Office of the Regional Counsel
230 S. Dearborn Street, Room 3786
Chicago, IL 60604-1503

Grossman Iron & Steel Co..
5 North Market
St. Louis, Missouri 63102

Herman Strauss, Inc.
35th & McCulloch Streets
P.O. Box 6543
Wheeling, WV 26003

Houston Salvage
6287 Hiway 63
Houston, MO 65483

Industrial Electrical Equipment Company, Inc.
926 South Preston Street
Louisville, KY 40203

Intra-American Metals
3665 H. Washington Blvd
Indianapolis, IN 46205

J. Trockman & Sons, Inc.
1017 Bayse St.
P.O. Box 682
Evansville, IN 47714

L. Kahn & Son, Inc.
f/k/a L. Kahn & Son
533 S. Water Street
Havana, Illinois 62644

**NL Industries (Taracorp) Superfund Site
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Lasalle Steel Company
c/o Marc J. Segal Man
Executive Vice President & General Counsel
Niagara Corporation
667 Madison Avenue
11th Floor
New York, NY 10021

Lewis Salvage Co. Inc.
Rt #3 Box 1928
Cadet, MO 63630

M. Katch & Co. Inc.
8716 Woodward
OP, KS 66212

McGraw - Edison Company
600 Travis St.
Suite 5800
Houston, TX 77002

Mallin Brothers Co., Inc.
3211 Gardner Ave.
Kansas City, MO 64120

Macro Steel Supply
c/o Lott H. Thomas
Thomas, Mamer & Haughey
30 E. Main, P.O. Box 560
Champaign, IL 61824-0560

Martin Brothers Mill & Foundry Supply
P.O. Box 246
Benton Harbor, MI 49023

McKinley Iron, Inc.
c/o Daniel J. Shapiro
One Avery Street, Apt. 23d
Boston, MA 02111

Miller Compressing Company
P.O. Box 369
Milwaukee, WI 53201

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

Milwaukee Scrap Metal Co., Inc.
c/o Safer & Stein Law Firm, S.C.
9001 North 76th Street, Suite 310
Milwaukee, WI 53223

Modine Manufacturing Company
1500 DeKoven Avenue
Racine, WI 53403-2552

Morris Tick Company
501 East Stewart
Bloomington, Illinois 61701

The Northbrook Sports Club, Inc.
an Illinois not -for-profit corporation
160 Sports Club Drive
Hainesville, Illinois 60030

Qwest Corp. f/k/a
Northwestern Bell Telephone Company
1801 California, Suite 1600
Denver, CO 80202

Olin Corporation
427 N. Shamrock St.
East Alton, IL 62024

Parkans International Inc.
5302 Queensloch
Houston, TX 77096

Parks Pioneer Company, LLC
f/k/a Parks Iron & Metals Co.
P.O. Box 16905
Milwaukee, WI 53216-0905

The Peltz Group, Inc.
f/k/a Peltz Bros - Corp
4600 N. Port Washington Rd
Milwaukee, WI 53212

**NL Industries (Taracorp) Superfund Site
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Pequea Batteries
Blakinger, Byler & Thomas, P.C.
Attorneys at Law
28 Penn Square
Lancaster, PA 17603

General Mills, Inc./The Pillsbury Company
and their subsidiary Pet, Inc.
Oppenheimer Wolff & Donnelly LLP
Plaza VII
45 South Seventh Street
Minneapolis, MN 55402

Schering-Plough HealthCare Products, Inc.
f/k/a Plough, Inc.
3030 Jackson Avenue
Memphis, IN 38151

Rankin Technical College
4431 Finney Ave.
St. Louis, MO 63113

Newman/Allen Enterprises, Inc. f/k/a
Sam Allen & Son, Inc.
1071 West Huron Street
Waterford, MI 48328

College of the Ozarks f/k/a
School of the Ozarks
Blackwell Sanders Peper Martin
901 St. Louis Street Suite 1900 Springfield, MO 65806

Jeffrey M. Schuster
Schuster Metals, Inc.
2206 North 30th Street
Milwaukee, Wisconsin 53208

Senser Metal Company, Inc.
c/o Saul Senser, President
1006 Bunker Drive, #300
Fairlawn, Ohio 44333

**NL Industries(Taracorp) Superfund Site
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Shapiro Sales Co.,
601 E. Red Bud Ave
St. Louis MO 63147

Shostak Iron & Metal
700 Kindelberger Road
Kansas City, KS 66115

The Sherwin-Williams Company
101 Prospect Avenue, NW
Cleveland, OH 44115-1075

Slesnick Iron 7 Metal
927 Warner Rd SE
Canton, OH 44707

Southwestern Bell Telephone Company
One SBC Center
RM 3558
St. Louis, MO 63101

Stewar Warner Corporation
c/o Invensysple
Robert Rein
33 Commercial St. BJ2-SI
Foxboro, MA 02035

Omni Source Corp. f/ka
Superior Companies Inc.
1610 North Calhoun St.
Fort Wayne, Indiana 46804

Lear Corporation EEDS & Interiors f/k/a Bryan Manufacturing
1 Financial Plaza
M/S 524
Hartford, CT 06103

The Board of Trustees of the University of Illinois
University of Illinois at Urbana
258 Henry Administration Building
506 S. Wright Street
Urbana, IL 61801

**NL Industries (Taracorp) Superfund Site
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Versatile Metals, Inc.
913 Plum Grove Road
Schaumburg, IL 60173

Vivo Iron & Metal Inc.
642 Wilson Ave
Youngstown, OH 44506

Wallach Iron & Metal
6670 St. Charles Rock Road
St. Louis, MO 63133

Willoughby Iron & Waste Material Co.
3884 Church St.
Willoughby, OH 44094

Westinghouse Air Brake Technologies Corporation -
Wabtec f/k/a Reference - Young Radiator Company
-Reference - Young Radiator Company
1001 Air Brake Ave
Wilmerding, PA 15148